584 582 A girl has the right to refuse to marry her ibn 'amm. But if she exercises this right, he can actually insure that she remains unmarried for the rest of her life. While I was in the field there were three cases of a girl refusing to marry her cousin. In one, the boy was persuaded into allowing the bint 'amm to marry his rival. In this case, the rival presented the girl's cousin with a sheep and a small cash sum. The Bedouins say that a man will claim his cousin even if he does not wish to marry her. He will wait until someone does wish to marry the girl, and then he will demand a payment from the suitor for the right to marry his cousin. In another case, a man and his daughter of a Marabit tribe came to al-Qasr to plant a small patch of barley during the rainy season. While they were there, the father married the girl off to a member of 'Ailit Ma'fas. The father did this despite the fact that her cousin back in her own territory had made explicit his claim to her. The father, when he returned home, * [613] • [686] was fined 30 L.E. by his lineage, the money going to the girl's cousin as a "expiatory payment." The father could afford to do this considering the large brideprice which he received from 'Ailit Ma'fas, and the fact that he had no other sons or daughters to marry off meant that he need not fear the closure of marriage channels by the group. In the third case, a girl openly refused to marry her cousin because she loved another man. To avoid conflict, her father said that

584 has to have a good reason. If he breaks it without sufficient reason,
[686] he may be liable to pay "kabara," or fine, for insult to the prospective groom and his family. Adequate reasons for breaking the fatha agreement vary from one case to another and include such things as the discovery that the prospective groom or any of his family is of questionable character. This applies to the groom as well as to any member of his immediate family, the implication being that if he has such a person close to him, he is likely to be influenced by him in his treatment of his wife. If, however, the questionable character of the groom or the member of his family was known to the guardian of the bride-to-be before the fatha was read, then to break the agreement is considered unjustifiable. This has been upheld in a number of cases which I recorded during my stay in the area. One of these cases involved the agreement
584 between a member of the Sanagra tribe in the area of Alamein to marry
686 his daughter to a member of the powerful Bara'sa tribe in Libya. After
627 the fatha was read, a wealthy merchant from Alexandria saw the girl and asked her father to marry her, and the father agreed. To justify his breaking of the fatha agreement, the father claimed that he had discovered that the first prospective groom and his father were involved in smuggling goods across the Libyan borders. In the Mi'ad that was held upon the request of the first groom and his father, the father claimed that the bride's father had known about the smuggling and even participated in the distribution of the smuggled goods. The father of the bride was made to pay the sum of ten pounds as kabara to the first groom and to pay him another ten pounds for the expenses of the ceremony in which he had slaughtered two goats. The settlement was based on the fact that all indications show that he must have known about the smuggling activities

584 of his future in-law before he agreed that his daughter marry him.
686 So, to break the agreement on the basis of discovering that defect is
[627] not permissible and is a kind of behavior not to be encouraged. To encourage such behavior would lead to the waste of time and money and would lead to the disgrace of the fatha as a preliminary agreement.* Permitting the father to break the fatha agreement when discovering an unknown condition related to the prospective groom or his family, is to apply an important principle in the Islamic law with regard to all
686 contractual relations. This principle maintains that any contractual agreement pertains only to the facts and conditions specified at the time of the contract. This implies that the conditions of the contract have to be explicitly stated. A deliberate effort to conceal an undesirable condition has the equivalent effect of specifying the existence of its opposite. Such concealment invalidates the contract and permits the aggrieved party to dissolve the contract on the basis of cheating or unfair deal, or "ghish."

If, on the other hand, no deliberate attempt is made to conceal the undesirable condition at the time of the contract, then there is no basis for dissolving the contract on the basis of cheating or unfair
584 deal. Thus, in the case above, neglecting to mention the fact that the
686 groom and his father were involved in smuggling could not be taken as the basis for unfair or unreasonable behavior on the part of the groom, unless there was proof that they intended to cheat and conceal that fact deliberately, and that they knew that if not concealed, the fact would affect the acceptance of the bride's father to the marriage. All indications of the case above point to the lack of intent to defraud. On the

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* The same rule applies to the breaking of the "fatha" agreement by the groom.

584 contrary, there is enough evidence to indicate that the father of the
686 bride by participating in smuggling should have known about that fact, or at least it would not have affected his decision had he known about it. The grounds for unreasonable or unfair behavior is therefore not present in the above case.

If, on the other hand, the condition is specified at the time of the contract which is proven later to be false, then the behavior is [585] considered as unreasonable. An example is the case of Mahdi, who, after reading the fatha to marry a woman from his tribe, was discovered to have had tuberculosis and was forced to forfeit the gifts and other expenses on the basis that he had had the illness for a long time and knew about it, but he deliberately concealed it when he asked to marry the girl. Not all concealed conditions are considered as an adequate basis for the breaking of the fatha. Only conditions are adequate which, had they been known at the time of the agreement, would have made the party's decisions different. One case involved a man who had concealed the fact that he had a wife in Alexandria when he asked to marry a tribal girl. Although the intention to conceal the fact was very evident, for this is the first question that the girl's father or her guardian asks the suitor, yet, breaking the fatha agreement by the girl's father when he discovered the previous marriage was considered as unfair and unreasonable since, had he known about the marriage, it would have made no difference in his decision. The go-betweens disagreed, however, on this. One of them thought that although the concealed condition is by itself not objectionable, yet, the mere act of concealment indicated a bad character on the part of the prospective groom, and that by itself, apart from the concealed condition, is not a good basis for marriage relations. The bride's father did not have to pay kabara, although he held

The bride's father
584 did not have to pay kabara, although he held
686 a big feast in which he slaughtered three sheep and invited the groom,
558 his father and a number of his friends and friends of the girl's father in honor of the groom as a compromise.

583 Before the fatha is read, the two families usually agree on the amount of bridewealth, or "mahr", to be paid by the groom or his father. The amount of bridewealth depends upon a number of criteria, important among which is the relative position of the bride's and groom's families and the degree of relationship that exists between them. The lowest mahr is usually paid in the case of cousin marriages. The amount ranges from 10 to 50 pounds. Sometimes when the groom cannot afford any mahr, he pays only the religiously required sum of 25 Egyptian piasters. This is never the case if the groom and bride are more distantly related. When the groom is an outsider or a member of another tribe, the mahr is usually much higher. Several cases of mahr of more than 2,000 pounds are reported in the area. There was a case in which the mahr reached 10,000 Egyptian pounds ($22,000). The amount of mahr also depends on the beauty of the bride. In the case of the highest known mahr mentioned above, the woman was known to be of great beauty. There
[587] is no distinction made between previously married women and ones married for the first time. In the case above, the woman was married three times before, and the mahr was apparently higher than that paid for her
[602] in her first marriage. Increasing the mahr according to the kinshp distance between the bride and groom reflects the preference of endoga-
582 mous marriages. The preferred marriage match in the area is that of the patrilateral parallel cousin marriage. The father's brother's son, "ibn 'amm," has an undisputed claim over his cousin, "bint 'amm." Even when they are of incompatible age, or even if the man is married or for

584 Two days after the groom left, the bride's father (who is at the
578 same time Hassanein's daughter's father-in-law) came to Hassanein and
606 told him that the marriage was called off and that he should send a
686 letter to the groom telling him the news. The reasons given by the
574 bride's father were that the groom showed improper manners when he
579 stayed overnight at the camp and that he followed the prospective bride to the water well to have a close look at her. He gave the money to Hassanein and asked him to return it to the man in Matruh. Hassanein was very disappointed and considered this an insult to him, since he was the mediator in that marriage, and insisted that the bride's father
584 go on with the marriage. When the latter refused, Hassanein went to his
578 daughter and ordered her to leave with him. Her husband was there and
606 could not refuse to let her go with her father, even when Hassanein
686 made it clear that her husband could not have her back unless his father
627 kept his agreement with Hassanein's guest. Elewah, the daughter's hus-
586 band, asked for a mi'ad to discuss the matter with his father-in-law. The mi'ad was held in Hassanein's house and was attended by Hassanein, his son-in-law, and two people from a different lineage, each selected by one of the disputing parties. Hassanein refused to give any reason for taking his daughter away from her husband except that he was exercising his rights. Eleway, on the other hand, insisted that Hassanein was not justified in his actions and that it was not right to punish him for something that his father did. The two representatives tried to calm both parties and to reach an agreement but were not successful. The mi'ad dissolved with Hassanein not only insisting on keeping his daughter, but also threatening to marry her to a rich man in the area. The case was not solved by the time I left the field.

8: Kennett G-5 (ca. 1921) 1925 MT9 Libyan Bedouin MT9

682 body had been dragged. He followed the footsteps of the
674 son as far as the cistern, where he again saw a tiny spot of fresh blood on one of the stones. From that point donkey-tracks led straight to the son's tent.

By nightfall the son was securely lodged in the police post; and local public opinion was seething with fury, firstly at such a dastardly deed committed presumably for the sake of the old man's money, and secondly because it reflected untold discredit on the rest of the tribe. The murderer, who was a big powerful man of about thirty standing nearly six feet in height, lay in prison awaiting trial. After a few days he was admitted to hospital, where he completely collapsed and died of fright a fortnight later.

[203] Rumours then began to spread that possibly the murderer had only acted in accordance with the wishes of his brothers, who were all conspiring to get rid of the old man, in order that they might share out his possessions. This could not be proved, and appeared unlikely from the
[626] evidence. However, public feeling against the whole family ran so high that it was feared that more horrors might follow; but although no open action was taken against the family, no opportunity was missed of having a dig at them in some way or another.

682 A very wealthy sheep merchant, who was a distant
674 connection of the family, and heartily ashamed of them,
691 brought an action for debt against one of the murderer's
626 brothers. He produced an I.O.U. for £2 dated twelve years before and signed by the murdered man, claiming
• 686 (according to custom) that the son now in court as de-
[672] fendant had inherited his father's liabilities together with his assets.

This sheep merchant was known personally to the writer, who was also aware that a month previously he had made a profit of £900 on a very clever bit of dealing in the West. The collection, after an interval of twelve years, of this paltry debt of £2, owing from the deceased father

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of the present defendant seemed—for a really wealthy man—to be pointless and futile. The merchant anticipated this objection by hastening to add that the receipt of the actual cash did not interest him in the least; but that he had been wondering how he could shew his disapproval of the defendant's family in some way, and had gone carefully through all his old papers and receipts with this end in view, and had triumphantly discovered the bill of debt now produced in court.

Bedouin Law and custom sometimes accept right to bloodmoney in all sorts of circumstances, when other law would recognise no claim. For example, the principle is accepted that a life lost in prison must be paid for by the informers whose information resulted in the imprisonment of the deceased. It is entirely immaterial whether the information so given to the police was wilfully false or intentionally misleading, or whether it was merely subsequently found to be incorrect. Even if the information had been true and correct in every detail, the informer is still blood-guilty from the Ourfi standpoint, although in actual practice any such claims for bloodmoney would probably be considerably modified.

Other claims for bloodmoney are also recognised occasionally, in cases of obvious accidental death, or death by misadventure or Act of God, when the interpreters of Bedouin Law cannot get away from the main principle that a life lost must be paid for. The difficulty in these cases is to determine who shall pay for it; and the lawsuits usually end in a clever compromise, in which their essential principles are duly observed, but their judgments are mitigated and modified by leniency and commonsense. The following example, which occurred recently in Mariut, will illustrate this.

A certain Arab called Ali Abu Bukr had inherited from his father large cultivation rights in the desert; and in the middle of this land was an old cistern for the collection of rain water. It had not been used for years, and was silted